

U.S. DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NY (White Plains)

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DONALD ROSENDALE	: Index 723-cv-10980
	: Affidavit in Support of
Plaintiff	: Certificate of default
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V	:
	:
	:
ALYSON BENNETT	:
	:
Defendant	:
	:
-----X	

Donald Rosendale submits this affidavit in support of this application of a clerk's certificate of default from the clerk, a proposed copy of which is attached as Exhibit 1.

1. This action was filed on December 15, 2023. It alleges counts of breach of contract and Common Law conversion. Jurisdiction of this court is asserted under 15 USC 1332 as all parties live in deferent states. It seeks statutory damages pursuant to RPAPL 861 (1) which holds that "...any person, without the consent of the owner thereof, cuts, removes, injures or destroys...any underwood, tree or timber on the land of another ...an action may be maintained against such person for treble the stumpage value of the tree or timber or two hundred fifty dollars per tree, or both" and Common Law conversion and breach of contract. It seeks damages of \$150,000,

## **THE FACTS**

2. Ms. Bennett approached the plaintiff in 2022 claiming to be a professional logger. While the plaintiff's had about 60 acres of what was then virgin forest, they are located in Amenia's "scenic overlay" district, a green belt overlooking the Town,. Consequently logging is restricted and subject to Town, County and State environmental permits. In light of this Ms. Bennett promised to obtain and pay for all permits, and assured him that she did. However, plaintiff received a certified "cease and desist" letter from the Town advising him that no permits had been obtained and he was susceptible to fines unless he made Ms. Bennett stop work.

3. She continued to cut timber until January of 2021.

Plaintiff has canceled checks for one logging company Ms. Alyson sold his timber to and the identity of other purchasers.

He can substantiate about \$85,000, but to simplify this action, seeks only compensation solely for the \$45, for which he has canceled checks, trebled by New York RPAPL Law.

4.The Marshal's Service finally accomplished service on Ms. Bennett on September 25, 2024.Her time to answer the complaint expired on October 15, 2024, and she has not answered nor made a pre-answer motion pursuant to FRCP 12.

WHEREFORE, I ask this court to issue a certificate of default pursuant to PRCP

55, A copy of a proposed order is attached.

Respectively,

*Donald P. Rosendale s/s/*

Donald P. Rosendale, pro se *Dated:* November 11, 2024

Cc; Paul S. Grossmann, Esq.